

Appendix 1 - Definitions

The following terms and acronyms shall have the meanings set forth as below.

“Acceptance” shall mean each written notice from WSDOT to Vendor that a Product, System and/or Services purchased by WSDOT for the Project has (a) passed its Acceptance Testing in accordance with the Acceptance Testing Plan, or (b) where there is no Acceptance Test Plan, when it otherwise meets the applicable Requirements.

“Acceptance Testing” shall mean the testing of the systems and services provided under this Contract to ascertain that the systems and services meet the Requirements of the Scope of Work and the Performance Measures after Tolling Commencement.

“Active Account” shall mean an open Customer Toll Account to which tolls and/or fees may be posted by the Customer Service Center System.

“Adjustment Transaction” shall mean a record of activity created by the Customer Service Center as a result of the need to adjust, but not fully reverse, the financial effect of a previous Transaction on a Customer Toll Account.

“Administrative Fee” shall mean the fee imposed by the WSDOT for the processing of Photo-Enforced Tolls and other activities in accordance with the Business Rules.

“Agreement” see Contract.

“Amendment” shall mean the modification, amendment, alteration, addition, deletion, or waiver of any term or condition of this Contract, as set forth in writing by the WSDOT Contract Administrator and Vendor Contracting Officer and signed by authorizing staff.

“Approval” shall mean a written notice provided by WSDOT to the Vendor that a Product, System or Service delivered by Vendor meets applicable Requirements.

“Arbitration” shall mean an adjudicatory dispute resolution process which is administered by a private organization.

“As-Built(s)” shall mean updated drawings, plans, deliverables and other Products that reflect changes made during the implementation process, recording differences between the planned Systems and Services and the delivered Systems and Services.

“Authorized User” shall mean any person who has been given permission by WSDOT to access some portion of the CSC facility Hardware, software, data, or documents using role-based security.

“Automatic Clearing House” shall mean the nationwide batch-oriented electronic funds transfer system governed by the National Automated Clearing House Association Operating Rules, which provide the inter-bank clearing of electronic payments for participating depository financial institutions.

“Automatic Vehicle Identification” shall mean a System consisting of radio frequency antenna and reader equipment and a compatible Transponder mounted in a vehicle for automatic unique identification of the vehicle upon the electronic read of the Transponder as it passes through the toll collection point of the lane.

“Automatic Vehicle Identification Technology” shall mean an Electronic Toll Collection System using wireless radio frequency identification Transponders with readers that automatically identify vehicles as they enter and exit a tolling facility. WSDOT uses a Toll Collection System based upon Automatic Vehicle Identification Technology named *Good To Go!*™

“Business Days” shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the State of Washington.

“Business Policies and Procedures” shall mean policies and procedures that are established by WSDOT and that define how WSDOT’s Toll business operates. Business Policies and Procedures that affect the public will also be adopted as agency rules under the Washington Administrative Code (WAC).

“Business Rules” shall mean the set of rules that are documented by Vendor and approved by WSDOT and that detail how the CSC shall respond to various operating situations that occur during the Toll collection process based on the Department’s Business Policies and Procedures and Appendix 3 of the RFP.

“Calendar Days” shall mean shall mean a day reckoned from midnight to midnight.

“Change Order” shall mean a written form signed by WSDOT, that modifies, deletes or adds to the Work as specified in the Contract.

“Closed Account” shall mean a Customer Toll Account that has been closed.

“Closed Pending Account” shall mean a Customer Toll Account that is in the process of being closed at the request of the Customer.

“Commercial Transponder Account” shall mean a uniquely identifiable type of Transponder Account that does contain Customer name, address, and possibly business name; and that qualifies as a Commercial Transponder Account based on the Business Rules.

“Commercial Vehicle Information Systems and Networks” shall mean the system and networks operated by WSDOT that includes a Transponder-enabled, weigh station bypass program.

“Commission” shall mean the Transportation Commission appointed by the Governor of the State of Washington. The Commission is responsible for setting toll rates and schedules.

“Confidential Information” shall mean various trade secrets and information of each party that either Vendor or WSDOT desires to protect against unrestricted disclosure including without limitation WSDOT non-publicly available Data, non-public Specifications, the Software, State security data, any non-public information or documentation concerning either party’s business or future products or plans that are learned by the other party during the performance of this Agreement, and information that is designated as confidential by the disclosing party and that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other State or Federal statutes. The following are hereby designated WSDOT Confidential Information: Customer and employee personal information, including but not limited to names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, and law enforcement records, toll data and such other Confidential Information as is described in this definition.

“Confirmation” shall mean WSDOT’s receipt of notice and full supporting and written documentation (including without limitation test results) from Vendor that Vendor has, as applicable: completed a Deliverable or Service in accordance with its Specifications or pre-tested the Deliverable or Service for compliance with the Specifications; and confirmed the Deliverable or Service, including but not limited to the System following the System Test, is ready for applicable Acceptance Testing.

“Contract” shall mean the written contract between WSDOT and Vendor that establishes the Project requirements including, but not limited to, all exhibits, the RFP, the Proposal, appendices, attachments, licenses, and any other document incorporated by reference into the Contract. Also referred to as the Agreement.

“Critical Path” shall mean a schedule of essential activities from beginning to end of the Program, and the earliest and latest that each activity can start and finish to ensure successful implementation of the Program.

“CSC Operations Commencement” shall mean the date on which the Vendor shall begin collecting and posting payments and issuing transponders and processing of toll transactions at the CSC.

“Customer” (for toll billing purposes) shall mean the registered owner of the vehicle who incurs a toll through the use of an Eligible Toll Facility.

“Customer Data” shall mean a Customer’s personal information including but not limited to addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, bank account information, driver’s license numbers, toll account charges and toll facility usage information.

“Customer Service Center” shall mean the facilities that house the equipment, Software, and personnel required to establish, manage, and maintain Customer Accounts; provide Customer service; process Toll Transactions and license plate images, and prepare Customer notifications for Photo-Enforced Toll Bills and Notices of Infraction in accordance with the Department’s Business Policies and Procedures. Also, the integrated System that contains infrastructure equipment, Software, and services required to manage Customer Toll Accounts; process toll payments; obtain correct account, name and address information; and prepare billing and invoicing for payment processing. The Customer Service Center is used generically to designate full account management services provided by the Customer Service Center System for Transponder and License Plate Accounts.

“Customer Toll Account” shall mean a virtual System-based entity that contains, posts, tracks, and allows for the management and reporting of Customer-related data.

“Customer-initiated Payment” shall mean the payment of a Photo-Enforced Toll, plus an Administrative Fee, prior to the issuance of a Toll Bill and Notice of Infraction.

“Data” shall mean records, files, forms, and other documents generated as a result of or in relation to any toll facility operation or CSC operation.

“Days” or “days” shall mean calendar days unless otherwise indicated in the Agreement as Business Days.

“Deficiencies Liability Period” shall mean the period of time made available at WSDOT’s sole discretion to the Vendor after Integration and Commissioning Testing to correct any outstanding deficiencies identified during Integration and Commissioning Testing that are not critical to day to day CSC operations. Such issues may be rectified during the Defects Liability Period as long as it has no impact on day to day CSC operations.

“Deficiency” shall mean a failure to perform in accordance with applicable Scope of Work and Performance Measures. Also referred to as “failure,” “problem” or “error.”

“Deficiency Log” shall mean a list of Deficiencies, failures or faults in the System or associated Services provided under this Contract that are discovered during testing, by the Vendor’s quality management program or through WSDOT oversight observations and that shall be corrected.

“Deliverables” shall mean Vendor’s Products, including plans, documents, designs, components or Milestones which are prepared for WSDOT (either independently or in concert with WSDOT or third parties) during the course of Vendor’s performance under the Contract, including without limitation deliverables which are described in the Scope of Work.

“Delivery Date” shall mean the date of Acceptance by Washington State Department of Transportation of the applicable Product, System, subsystem or Deliverable.

“Department” shall mean the Washington State Department of Transportation.

“Department of Licensing” shall mean the State department that provides registered vehicle registration information to facilitate Photo-Enforced Toll collection and enforcement.

“Design Approval” shall mean WSDOT Approval of one or more Design Documents.

“Design Documents” shall mean all drawings (including plans, profiles, cross-sections, notes, elevations, sections, details and diagrams), specifications, reports, studies, calculations, electronic files, records and submittals, including, but not limited to, the Detailed Design Documents necessary for, or related to, the design, installation, integration, testing and Maintenance of the Project in accordance with the Contract Documents, the Governmental Approvals, and applicable Law.

Detailed Design Review” shall mean the review meetings between WSDOT and Vendor finalize the Requirements and functional designs to deliver the systems and services required under this Contract.

“Directors” shall mean the Vendor CSC Executive Director and the WSDOT Toll Program Executive Director.

“Dishonored Check” shall mean any check returned to WSDOT by a financial institution for any reason of nonacceptance, nonpayment or stop payment, unless a justifiable stop payment order exists.

“Dishonored Credit Card Transaction” shall mean a credit card transaction that is not approved by the entity that issued the credit card.

“Dynamic Toll Pricing” shall mean varying the toll rate charged to toll Customers to maintain specific performance standards of traffic management.

“Effective Date” shall mean the date the Contract is in full force and effect, which is the date written on the cover page of this Contract.

“eGo[®] Plus” shall mean the brand name of the 915 MHz radio frequency programmable, beam-powered, windshield mounted transponder made by TransCore.

“Electronic Toll” shall mean the charge made to an electronic Toll transportation collection Customer's account when the Customer's vehicle is detected by the Electronic Toll Collection System at a Toll Facility.

“Electronic Toll Collection System” shall mean a system used by a Toll Facility that works in conjunction with a Customer's Toll account and uses various communications and electronic technologies to facilitate the collection of Tolls based on radio transmissions from the motor vehicle and the automatic identification or classification of vehicles from which information is used to charge the appropriate Electronic Toll to the Customer's account. A Subsystem.

“Electronic Toll Collection Lane” shall mean a lane in which the ETC System will read the Transponder of each vehicle and automatically collect the toll without requiring the vehicle to slow its speed or stop.

“Eligible Toll Facility” shall mean any portion(s) of the state highway system upon which tolling has been specifically identified by the legislature including, but not limited to, transportation corridors; bridges, including the Tacoma Narrows Bridge; SR 167; crossings; interchanges; on-ramps; off-ramps; approaches; bistate facilities; and interconnections between highways.

“Enhancements” shall mean all updates, upgrades, additions, and changes to, and future releases for the Software in whole or in part, including without limitation: (1) updated versions of the Software to operate on upgraded versions of firmware or upgraded versions of Hardware; and (2) updated versions of Software that encompass improvements, extensions, Maintenance updates, Deficiency corrections, modifications, or other changes that are logical improvements or extensions of the Software supplied to WSDOT. In addition, Enhancements will also include changes to the Software pursuant to Change Orders.

“Equitable Adjustment” shall mean the costs of additional work ordered by WSDOT plus a reasonable and customary allowance for profit.

“Escrow Agreement” shall mean an agreement entered into by Vendor, WSDOT, and the Escrow Agent, for the establishment of a repository for Escrow Material.

“Escrow Material” means Software source codes, and System Design Documentation, including all Enhancements and modifications, all relevant commentary, explanations and other documentation, as well as instructions to compile such source codes.

“Facility” shall mean a building or location.

“Factory Acceptance Test” shall mean the testing performed by the Vendor to verify that functional elements of the System are in conformance with the technical and Operational Requirements.

“Federal” shall mean the United States government.

“Final Acceptance” shall mean the event when WSDOT has given Acceptance for all Program documents, drawings, Software, Hardware, interface, Data, manuals, services and other Deliverables, including but not limited to the CSC System and services.

“Good To Go!™” shall mean the name of WSDOT’s Electronic Toll Collection System.

“Good To Go!™ Contract” shall mean the terms and conditions noted on the back of the *Good To Go!™* Customer application and to which the Customer agrees by opening a Customer Toll Account.

“Good To Go!™ Customer” shall mean a toll Customer who participates in the Department’s *Good To Go!™* Toll Collection System.

“Government Agency Transponder Account” shall mean a uniquely identifiable type of Transponder Account that does contain Customer name, address and government agency name; and that qualifies as such an Account based on the Business Rules.

“Government Funded Developments” shall mean Intellectual Property made, created, or developed using Federal and/or State government funding.

“Graphical User Interface” shall mean a Software screen and menu representation that allows users to input, retrieve, add, and change data.

“Guaranteed Date” shall mean the date by which a Milestone must be achieved.

“Hardware” shall mean the physical components of the CSC System, including but not limited to routers, hubs, servers, computers, telecommunications, printers, office equipment and other similar devices need for the operation of the CSC. Also referred to as Equipment.

“Hazardous Substances” shall mean all those substances identified as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq.; and the Washington Model Toxics Control Act, RCW 70.105D et seq., including all amendments and/or revisions to said Laws and Regulations; and shall include gasoline and other petroleum products.

“High Occupancy Vehicle” shall mean a public agency bus or vanpool or a carpool vehicle with minimum occupancy requirements that may vary from two to four persons depending upon the posted roadway HOV signage.

“High-Occupancy Toll Lanes” shall mean one or more lanes of a highway that charges tolls as a means of regulating access to or the use of the lanes in order to maintain travel speed and reliability. HOT Lane supporting facilities include, but are not limited to, approaches, enforcement areas, improvements, buildings, and equipment.

“HOT Lanes” shall mean High Occupancy Toll Lanes as defined in the Revised Code of Washington (RCW) Chapters 47.56.401 and 47.56.403, and more specifically, the SR 167 HOT Lanes Pilot Project located on SR 167 between Auburn and Renton, Washington.

“HOV” shall mean high occupancy vehicle as defined in Chapter 468-510-010 WAC.

“Image File” shall mean a file of digital images for processing by the Optical Character Recognition and by human review.

“Implementation” shall mean the process for making the System and services fully Operational under the Program.

“Inactive Account” shall mean a Customer Toll Account that has had no Toll Transaction activity during a pre-defined period of time.

“Independent Toll Collection Company” shall mean a Vendor that contracts with WSDOT to collect and process tolls.

“Infrastructure” shall mean the telecommunications and network Equipment and Software for transmitting information and Data for the System.

“Installation Date” shall mean the date by which a specified Deliverable or Service under this Contract shall be in place, working in accordance with applicable Specifications, shall have received its Confirmation, and shall be ready for Acceptance Testing.

“Insufficient Funds Account” shall mean an Electronic Toll Collection Customer Toll Account with a balance less than the single toll rate in effect for the highest class of vehicle registered under the account at the time the Customer’s Electronic Toll Collection Transaction is processed.

“Integration and Commissioning Testing” shall mean the testing of systems and services provided under this Contract to ascertain that the systems and services meet the Requirements of the Scope of Work and Performance Measures prior to CSC Operations Commencement.

“Intellectual Property” shall mean the copyrights, trademarks, patents, trade secrets, and any other form of proprietary rights, including without limitation, rights to information sources, data sources, databases, products, Software, inventions, training manuals, System design, or other proprietary information in any form or medium.

“Interagency Payment” shall mean automated payment to another Washington State agency using treasury accounts.

“Interface Control Document” shall mean the interface control document that defines the file formats and related Business Rules for processing data and / or transactions.

“JAMS” shall mean the private organization that the Parties shall use to administer any arbitration procedure, should the Parties be unable to reach agreement on another arbitration organization.

“Key Program Staff” shall mean various Vendor staff identified in the Contract documents that are assigned to the Program.

“Laws and Regulations” shall mean all applicable laws, codes, ordinances, rules, restrictions, regulations, and orders of the Federal, State, regional, or any local government, and any judicial or administrative order or decree that are in effect as of the Contract date or any time thereafter during the term of this Contract.

“Letter of Credit” means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by WSDOT (the beneficiary) of a written demand therefore.

“License” shall mean the rights granted by Vendor to WSDOT to use the Software that is supplied or developed by Vendor under this Contract.

“Liquidated Damages” shall mean reasonable and foreseeable damages which are intended to compensate WSDOT for harms caused by Vendor in certain circumstances.

“Low Balance Account” shall mean a Customer Toll Account with a balance equal to or less than the low balance threshold defined by the Business Rules.

“Maintenance” shall mean Services which will be performed by Vendor following Acceptance of each part of the System that is put into Production.

“Managers” shall mean the WSDOT Program Manager and Vendor Program Manager.

“Maximum Amount” shall mean the total amount of Prices to be paid and paid to Vendor under the Agreement, as described in Section.

“Milestone” shall mean completion of a set of Work for which WSDOT Approval is needed in order to receive payment.

“Non-Revenue Transponder Account” shall mean a uniquely identifiable type of Transponder Account that does contain Customer name and address and that utilizes at least one Non-Revenue Discount.

“Non-Sufficient Funds” shall mean a Dishonored Check presented to WSDOT in payment of any toll transaction.

“Notice to Proceed” shall mean the written notice to Vendor from the WSDOT Project Manager to commence Work.

“NTCIP” shall mean National Transportation Communications for ITS Protocol and refers to a national set of approved and emerging communications protocols.

“Operational” or “Operations” shall mean the condition when the System and Services are totally functional in accordance with applicable Specifications and being utilized for their purposes in the daily business of WSDOT, and all of the Data has been loaded into the System and is being utilized by WSDOT.

“Optical Character Recognition” shall mean a Software process that automatically recognizes license plate characters without requiring human intervention and which, in this application, extracts and provides the license plate numbers and jurisdiction from the image of the license plate.

“Optical Plate Recognition” shall mean a Software process that recognizes license plate characteristics, as well as the license plate characters which, in this application, extracts the license plate numbers from the image of the license plate, as well as any “specialty plate configurations” for proper identifications with the Department of Licensing (DOL) or others.

“Order” or “Order Document” shall mean any official document and attachments thereto specifying the Software and/or Services to be licensed or purchased from Vendor under this RFP.

“Party” shall mean WSDOT or Vendor.

“Payment Transaction” shall mean a record of activity created by the Customer Service Center as a result of a Customer payment.

“Performance Measures” shall mean the metric to which the System and certain Services shall perform during Acceptance Tests and thereafter, as described in the Contract.

“Permits” shall mean the Permits required for Work within the Right-of-Way pursuant to WSDOT regulations or policies, and any additions, substitutions or amendments to or for such permits hereafter required by amendment to WSDOT regulations or policies.

“Person” shall mean an individual, firm, partnership, corporation, or association.

“Phase” or “Program Phase” shall mean a part of the Program. The details of each Phase shall be contained in a separate section of the Program Management Plan.

“Photo-Enforced Toll” shall mean a toll assessed pursuant to the vehicle license plate information gathered by a Photo Processing System. A Photo-Enforced Toll may include Administrative Fees.

“Photo-Enforced Toll Bill” shall mean a written request for payment from the registered vehicle owner for a toll assessed pursuant to the vehicle license plate information gathered by a Photo Processing System which may include an Administrative Fee in accordance with the Business Rules.

“Photo-Enforced Toll Transaction” shall mean a Toll Transaction that is posted in the Customer Service Center System based on a license plate.

“Photo Processing System” shall mean a camera-based imaging System located at toll lanes used to record and process license plate images of selected vehicles (to be defined in the Business Rules) in digital video or still image form. It also includes all controllers, servers, and Software required to perform (Optical Character Recognition [OCR]/Optical Plate Recognition [OPR]) and vehicle matching.

“Pilot Project” shall mean a WSDOT project that serves as a tentative model for future Department transportation projects.

“Plate-based Transaction” shall also mean Photo-Enforced Toll Transaction

“Prepaid Account” shall mean an open *Good To Go!*™ Customer Toll Account with a balance in excess of any minimum balance requirements.

“Price(s)” shall mean charges, costs, rates, and/or fees the Vendor charges WSDOT for the Products and Services under the Contract. All Prices shall be paid in United States dollars.

“Product(s)” shall mean all equipment supplied by Vendor under the Contract, including but not limited to, any Hardware, Software, material, devices, and documentation.

“Program” shall mean the design, development, Implementation, operation and Maintenance of a WSDOT statewide tolling CSC in accordance with the terms and conditions of this Contract.

“Program Purchases” shall mean Products and Services purchased by WSDOT under this Contract for the Program.

“Proposal” shall mean a written offer submitted by Vendor in response to the RFP to fully perform the Contract and to provide the Products and Services to WSDOT in accordance with the terms and conditions of the Contract.

“Proprietary Information” shall mean information owned by the Vendor to which the Vendor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark, or trade secret laws.

“Purchaser” Unless otherwise restricted by the Request for Proposals, shall mean all members of the State of Washington, State Purchasing Cooperative, including where applicable, State agencies, political subdivisions of Washington-qualified non-profit corporations, and institutions of higher education (e.g., colleges, universities, community & technical colleges) that choose not to purchase independently under RCW 23.B.10.029. Alternatively referred to as “WSDOT”.

“Purchaser Contract Administrator” shall mean that person designated by Purchaser to administer this RFP on behalf of Purchaser.

“Purchaser Contracting Officer” shall mean Assistant Secretary of WSDOT Finance & Administration, or the person to whom signature authority has been delegated in writing. This term includes, except as otherwise provided in this RFP, an authorized representative of the Purchaser Contracting Officer acting within the limits of his/her authority.

“Purchaser Project Manager” shall mean the person designated by Purchaser who is assigned as the primary contact person whom with whom the Vendor’s Account Manager shall work for the duration of this RFP and as further defined in the section titled Purchaser Project Manager.

“RCW” shall mean the Revised Code of Washington.

“Refund Transaction” shall mean a record of activity created by the Customer Service Center as a result of unused/remaining funds from a Customer Toll Account being refunded to the Customer.

“Registered License Plate Account” shall mean a Customer Toll Account established by a Customer for the payment of tolls based upon the license plate of the Customer Toll Account holder. Such accounts are similar to the Transponder Accounts; however, there may be an additional fee for processing the license plates.

“Registered Transponder Account” shall mean a uniquely identifiable type of Transponder Account that does contain Customer name and address.

“Regression Testing” shall mean any type of software testing which seeks to uncover software regressions, which occur when functionality, previously working correctly, stops working as intended typically as a result of Program changes.

“Regulatory Approval” shall mean all local, regional, State and Federal agreements, studies, findings, permits, approvals, certifications, licenses and other authorizations required to be obtained or completed under applicable Laws and Regulations prior to undertaking any particular activity contemplated by this Contract. Regulatory Approvals include Permits.

“Relational Database Management System” shall mean a set of Software programs that controls the organization, storage, management, and retrieval of data (or objects) in a database.

“Request for Proposals” shall mean the Request for Proposals used as a solicitation document to establish the Contract, including all appendices, exhibits, attachments, and Amendments thereto.

“Requirements” shall mean the System and services to be provided under the this Contract

“Revenue Day” shall mean the 24-hour toll collection day expressed from 00:00:00 a.m. to 23:59:59 p.m. in military time.

“Reversal Transaction” shall mean a record of activity created by the Customer Service Center as a result of the need to fully reverse the financial effect of a previous Transaction on a Customer Toll Account. A Reversal Transaction, together with the original Transaction, results in a net-zero financial effect on the Customer Toll Account.

“Right of Way” shall mean all real property to which WSDOT holds fee title or other real property interest and which is devoted to State highway purposes, including but not limited to rest areas, scenic view areas, WSDOT-owned weigh stations, park and ride facilities, maintenance facilities, pit sites and the like.

“Scope of Work” shall mean a document executed by WSDOT and the Vendor that sets forth the tasks, services, systems, tasks, responsibilities and timelines for WSDOT and the Vendor for the Implementation and operation of the Project.

“Self-Help Code” shall mean any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the positive control of a person other than a licensee of the Software. Self-Help Code does not include software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee’s computer system(s) (e.g., remote access via modem) solely for purposes of Maintenance or technical support.

“Service(s)” shall mean those services provided by Vendor under the Contract as defined in the Scope of Work

“Shoulder Hours” shall mean the hours bracketing the weekday morning and afternoon peak commute hours.

“Simple Network Management Protocol” shall mean the application-layer protocol designed to facilitate the exchange of management information between network devices.

“Software” shall mean computer instructions, including but not limited to, programs, routines, functions, libraries, and data bases, supplied, procured or developed by Vendor in connection with the performance of the Work, including but not limited to the Software; however, Software shall not include embedded code, firmware, internal code, micro code, and any other term referring to software residing in the equipment that is necessary for the proper operation of the equipment is not included in this definition of Software. Software includes all prior, current, and future versions of the Software and all Maintenance updates and error corrections which are provided to WSDOT under the Contract.

“Software License” shall mean the rights granted to WSDOT to use the Software that is the subject of the Contract.

“Software System Documentation” shall mean the organized collection of documents that describe the requirements, capabilities, limitations, design, operation, and Maintenance of a computer program, operating system, or Hardware device. Software System Documentation includes, but is not limited to, data dictionary, System flow charts, and program documentation that describes the inputs, processing and outputs, query, update, and report program in the Software System.

“Specifications” shall mean the technical and other provisions and requirements for the prescribed Work as set forth in the RFP, as may be modified by the Contract and any Amendments, and any additional provisions set forth the Vendor’s Product documentations, whether or not Vendor produces such documentation before or after the Effective Date.

“Staff” shall mean Vendor’s employees, Subcontractors and agents who shall provide the Services on behalf of Vendor.

“Standard Operating Procedures” shall mean the policies and procedures developed by the Vendor and approved by WSDOT required for the daily operation of the CSC

“Standard Specifications” shall mean the Washington State Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, adopted by the Washington State Department of Transportation in January 2008.

“State” shall mean the State of Washington.

“State Toll Agency” shall mean the governing body that is legally empowered to operate the statewide tolling program, including collection and enforcement of tolls on eligible toll facilities.

“Statement on Auditing Standards (SAS) No. 70” shall mean an auditing statement issued by the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA), officially titled “Reports on the Processing of Transactions by Service Organizations”. SAS 70 defines the professional standards used by a service auditor to assess the internal controls of a service organization and issue a service auditor’s report. Service organizations are typically entities that provide outsourcing services that impact the control environment of their customers. There are two types of service auditor reports. A Type II service auditor’s report includes the information contained in a Type I service auditor’s report and includes the service auditor’s opinion on whether the specific controls were operating effectively during the period under review.

“Statewide Tolling Program” shall mean the single, integrated tolling operations used by all eligible toll facilities within the State and includes both a toll collection and a toll enforcement process.

“Subcontractor” shall mean a person, partnership, company, or other organization which is not in the employment of or owned by Vendor, that is performing all or part of Vendor’s responsibilities under the Contract, pursuant to a separate contract entered into by and between the Subcontractor and of the Vendor. The term “Subcontractor” means a Subcontractor of any tier.

“Subsystem(s)” shall mean component parts of the System, as described in the Scope of Work including but not limited to the AVC, AVI, and Electronic Toll Collection System.

“Successor” shall mean any party assuming responsibility for all or parts of the systems and services provided under the Contract at the termination of the Contract.

“System” shall mean the fully functional WSDOT statewide CSC and system designed, developed, and installed by Vendor under this Contract, including but not limited to the complete collection of all Software, integrated and functioning together with the Data in accordance with the Scope of Work, using the Infrastructure, and on the Hardware for providing the Services.

“System Test” shall mean the testing conducted on the System and Services by Vendor after they are commissioned to ensure and verify System and Service reliability, accuracy, and performance in accordance with all applicable Specifications, and auditability prior to the SAS 70 audit.

“Tacoma Narrows Bridge” shall mean the Toll Facility located on Toll Facility SR 16 in Pierce County, Washington.

“Tasks” shall mean the activities to be performed by Vendor under the Agreement.

“Time Extensions” shall mean Periods of time which WSDOT has decided to extend performance of Services or acts of the State.

“Toll” shall mean the charge for use of the State’s roadways.

“Toll Bill” shall mean a statement identifying unpaid Tolls sent to a Customer for a photo Toll, plus an appropriate Administrative Fee, and, if unpaid after 45 days, becomes an infraction.

“Toll Collection Service” shall mean activities performed to collect Tolls.

“Toll Collection System” shall mean any System that creates a Toll Transaction for processing by the CSC.

“Toll Customer” shall mean someone who passes through a toll facility and is required to pay a toll electronically, manually or according to a Video Toll (V-Toll) System.

“Toll Facility” shall mean a Toll Transportation Facility

“Toll Transaction” shall mean a record of activity created by the TCS and sent to the CSC as a result of a vehicle traveling through a tolling point.

“Toll Transportation Facility” shall mean a facility whose purpose is to collect and process WSDOT tolls and detect and process toll violations. A toll facility includes all traffic, bridge lanes requiring tolls, and any related tollbooths and operation buildings.

“Toll Zone” shall mean the area on the roadway under the gantry or overhead structure where the TCS performs in-lane tolling functions, such as Transponder reads, image capture, and Automatic Vehicle Classification.

“Tolling Commencement” shall mean a Program Milestone meaning the start of revenue operations on State Route 520.

“Traffic Management Center” shall mean the hub of the WSDOT traffic management system, where information about the Toll System network is collected and combined with other Operational and control data to manage the Toll system network and to produce traveler information.

“Traffic Management System” shall mean the system operated by the WSDOT Northwest Region from the Traffic Management Center.

“Transaction” shall mean a System record of activity; an event recorded in the System.

“Transaction-based Fee Transaction” shall mean a record of activity created by the CSC (manually or automatically) as a result of a fee amount being applied to a Toll Transaction. See also Electronic Toll Collection Transaction.

“Transmission Control Protocol/Internet Protocol”, shall mean a communications protocol developed to provide transport functions.

“Transponder” shall mean an identification unit attached to a toll Customer’s vehicle that will automatically identify the toll Customer’s vehicle as it passes through the toll facility.

“Transponder Account” shall mean a Customer Toll Account that primarily uses a Transponder to identify and charge the customer in accordance with the Business Rules.

“Transponder Disabling Device” shall mean an authorized WSDOT device that is used to render inoperative the radio transmission of the vehicle identification code from a transponder to a roadside transponder reader.

“Transponder Toll Transaction” shall mean a Toll Transaction has posted in the Customer Service Center System based on a Transponder number.

“Transportation Systems and Facilities” shall mean any capital-related investments and additions to the State’s transportation infrastructure, including, but not limited to, highways, roads, bridges, vehicles, and equipment, marine-related facilities, vehicles, and equipment, park and ride lots, transit stations and equipment, transportation management systems, and other transportation-related investments.

“UCC” shall mean the Uniform Commercial Code as set forth in Title 62A RCW.

“Unauthorized Code” shall mean any virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access to disable, erase, or otherwise harm Software, Equipment, or Data or to perform any other such actions.

“Unregistered Photo-Enforced Toll” shall mean a Photo Transaction created at the lane that is not associated with an Account.

“Unregistered Transponder Account” shall mean a uniquely identifiable type of Transponder Account that does not contain Customer name or address.

“Variable Pricing” shall mean a method of varying a toll rate by time of day or level of traffic congestion.

“Vendor” shall mean the proposer selected to perform the Work, its employees and agents, any Subcontractor, firm, provider, organization, individual, or other entity performing any or all of Vendor’s responsibilities under the Contract.

“Vendor Contracting Officer” shall mean the person to whom signature authority for the Vendor has been delegated in writing. This term includes, except as otherwise provided in the Contract, an authorized representative of the Vendor Contracting Officer acting within the limits of his/her authority.

“Vendor Executive Director” shall mean the person who holds responsibility for executive management decisions for Vendor. This position will not work on the day-to-day operations of the CSC, but will represent the Vendor’s corporate leadership with respect to this Program.

“Vendor Intellectual Property” means Intellectual Property owned by, licensed to, or otherwise under the control of the Vendor. Vendor Intellectual Property that is incorporated, in whole or in part, into Government Funded Developments shall remain Vendor Intellectual Property and such incorporation shall not alter or reduce Vendor’s rights in the Vendor Intellectual Property.

“Vendor Program Manager” shall mean a representative of Vendor who is assigned as the primary contact person with whom the WSDOT Program Manager shall work for the duration of this Contract.

“Vendor Qualifications” shall mean the required credentials as stipulated for review by the Request for Proposals.

“Vendor Selection Committee” shall mean the group of WSDOT employees designated to review and score Proposals.

“Video-toll” or **“V-Toll”** shall mean an alternative method of toll collection from a *Good To Go!*™ Account holder. If a *Good To Go!*™ Account holder uses the toll facility but does not pay the toll because his or her Transponder is not properly mounted on the Account holder’s registered vehicle, a Photo Monitoring System captures the vehicle’s license plate and the toll will be posted to the *Good To Go!*™ account.

“V-Toll Transaction” shall mean a V-Toll that posted to a Transponder Account.

“Washington State Holiday(s)” shall mean any day(s) designated as a holiday under RCW 1.16.050.

“Work” shall mean all of the Work required to be furnished and provided by Vendor under the Contract Documents, including all administrative, design, engineering, support services, procurement, professional, manufacturing, supply, installation, integration, construction, supervision, management, testing, verification, labor, materials, equipment, Maintenance, documentation and other duties and services to be furnished and provided by Vendor as required by the Contract Documents, including all efforts necessary or appropriate to achieve Final Acceptance for each Program element, Deliverable or Milestone and to maintain the System in accordance with the standards set forth in the Contract Documents, except for those efforts which such Contract Documents expressly specify will be performed by persons other than the Vendor-related entities.

“Work Order” shall mean a written authorization to perform specified Work.

“WSDOT” shall mean Washington State Department of Transportation, any division, section, office, unit or other entity within Washington State Department of Transportation, and any of the officers or other officials lawfully representing Washington State Department of Transportation.

“WSDOT Contract Administrator” shall mean the WSDOT employee designated to receive legal notices, and to administer, amend, or terminate the Contract.

“WSDOT Contracting Officer” shall mean the Assistant Secretary of WSDOT Finance & Administration, or the person to whom signature authority has been delegated in writing. The term includes, except as otherwise provided in the RFP, an authorized representative of the WSDOT Contracting Officer acting within the limits of his/her authority.

“WSDOT Executive Director” shall mean the person who holds responsibility for executive management decisions for WSDOT with respect to the Statewide Tolling Program. This position will not work on the day-to-day operations of the CSC, but will represent WSDOT leadership with respect to this Program.

“WSDOT Program Manager” shall mean Purchaser Program Manager.

“WSDOT Standards” shall mean the Washington State Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges, adopted by the Washington State Department of Transportation on MO, DAY 200X, as modified, supplemented and/or superseded and replaced with the requirements referenced in Exhibit X to this Agreement.

“XML” shall mean Extensible Markup Language, an open electronic data exchange standard of specific form and format used for describing and defining data and data elements on a web page or in a data file.

ACH	Automated Clearing House
ACM	Avaya Communication Manager
ADA	Americans with Disabilities Act
ANSI	American National Standards Institute
API	Application Programming Interface
ASA	Adaptive Security Appliance
COTS	Commercial Off-the-Shelf
CSA	Cisco Security Agent
CSC	Customer Service Center
CSR	Customer Service Representative
CVISN	Commercial Vehicle Information Systems and Networks
DBMS	Database Management System
DIS	Department of Information Services
DLP	Defects Liability Period
DMV	Department of Motor Vehicles
DOL	Department of Licensing
EBT	Electronic Benefits Transfer
FAT	Factory Acceptance Test
FHWA	Federal Highway Administration
FOB	Freight on Board
GAAP	Generally Accepted Accounting Principles
GASB	Governmental Accounting Standards Board
HOT	High-Occupancy Toll
IAP	Inter-Agency Payment
IASC	Information Assurance Standards Committee
ICD	Interface Control Document
IDP	Intrusion Detection and Prevention
IDS	Intrusion Detection Systems
IEEE	Institute of Electrical and Electronics Engineers
INCITS	International Committee for Information Technology Standards
ISB	Information Service Board
ISO	International Organization for Standardization
IT	Information Technology
IVR	Interactive Voice Response
MBA	Master's of Business Administration
NACHA	Electronic Payments Association
NIST	National Institute of Standards and Technology
NOC	Notifications of Change
NOI	Notice of Infraction
NSF	Non-Sufficient Funds
O&M	Operations and Maintenance
OCR	Optical Character Recognition
OFM	Office of Financial Management
OSR	Optical State Recognition
OST	Office of the State Treasurer
OWASP	Open Web Application Security Program

PIN	Personal Identification Number
PMP	Program Management Plan
PMP	Project Management Professional
PSI DSS	Payment Card Industry Data Security Standard
PSRC	Puget Sound Regional Council
RCW	Revised Code of Washington
REST	Representation State Transfer
RF	Radio Frequency
RFP	Request for Proposal
SAS	Statement on Auditing Standards
SDD	System Design Document
SFT	Secure File Transfer
SNMP	Simple Network Management Protocol
SOAP	Simple Object Access Protocol
SOP	Standard Operating Procedure
SR	State Road
TCS	Toll Collection System
TDD	Telecommunications Device for the Deaf
TDMA	Time Division Multiple Access
TNB	Tacoma Narrows Bridge
TRAINS	Transportation Accounting and Reporting System
UPA	Urban Partnership Agreement
US DOT	United States Department of Transportation
VoIP	Voice over Internet Protocol
WSDOT	Washington State Department of Transportation
XML	Extensible Markup Language

* * * End of Appendix * * *